

SCHOOL ADMINISTRATIVE UNIT FORTY-ONE
Brookline, Hollis & Hollis/Brookline Cooperative School Districts

PO Box 1588
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Hollis, NH 03049
(603) 465-7118

August 9, 2007

Sarah Browning
Department of Education
101 Pleasant Street
Concord, NH 03301

Dear Ms. Browning,

Enclosed is a copy of the Articles of Agreement for the Hollis Brookline Cooperative School District that reflect the recent change approved by the voters to Article 5.

Please call me if there is anything else you need.

Sincerely,



Richard M. Pike
Superintendent of Schools

Articles of Agreement between the Districts of Hollis and Brookline*

Article 1:

The school districts of Brookline and Hollis shall combine to form a cooperative junior and senior high school district which shall be named the Hollis/Brookline Cooperative School District, pursuant to RSA 195.

Article 2:

The School Board of the Hollis/Brookline Cooperative School District shall consist of seven members. Effective with the election of 2003, the Board will be organized in the following manner:

<u>Town</u>	<u>Members</u>	<u>Term</u>	<u>Year Ending</u>
Brookline	1 member	3 years	2004
	1 member	3 years	2005
	1 member	3 years	2006
Hollis	2 members	3 years	2004
	1 member	3 years	2005
	1 member	3 years	2006

Members of the Cooperative School Board shall be elected by the voters of the pre-existing districts they represent and must be residents of the pre-existing districts. All members elected shall be elected to three year terms unless that member is filling out the unexpired term of a member who has left the board, in which case the term shall be the unexpired term.

Reapportionment of the school board may be proposed at any time in accordance with RSA's 195:22 and 671:9, but in any case the apportionment as specified above would be subject to review for possible amendment at least in March, 2005 and every three (3) years thereafter under the provision of Article 11 of this agreement and RSA 195:18 III(i).

Article 3:

The Hollis/Brookline Cooperative School District shall be responsible for grades seven (7) through twelve (12).

Article 4:

The Hollis/Brookline Cooperative School District shall lease the Hollis High School "White Building" and the Hollis Junior High School from the Hollis School District upon such terms and conditions as the Cooperative School Board negotiates and determines to be in the best interests of the Cooperative School District. The

Hollis/Brookline Cooperative School District shall acquire, at no further cost, the existing land, building and contents comprising that portion of the Hollis AREA High School initially constructed in 1962, including subsequent additions.

Article 5:

The operating expenses of the Hollis Brookline Cooperative School District payable in each fiscal year, shall be apportioned based 100% on Average Daily Membership (ADM).

The average daily membership will be defined as the students in the Coop district grades 7 through 12 during the preceding fiscal year as calculated by the SAU using the figures submitted to the State Department of Education on Form A3a or its equivalent.

Article 6:

The State Aid to which each pre-existing district would be entitled if it were not part of the Cooperative School District, grades seven through twelve (7-12), shall be credited to such district's share of the total operating budget.

In the event of a construction project, the State Building Aid which may be available to the Hollis/Brookline Cooperative School District shall be applied to reduce the capital expenditure prior to the apportionment of costs under the provisions of Article 5.

Article 7:

There shall be an advisory finance committee consisting of four (4) members, two (2) members from each pre-existing district, said members to be appointed by the Hollis/Brookline Cooperative School District moderator after consultation with the school moderators of each of the pre-existing districts.

The duties of this committee shall be to review proposed budgets and warrant articles with financial impact and report on same to the cooperative school district.

If, at any future date, the cooperative school district votes to adopt the provisions of the Municipal Budget Act, this committee will be dissolved.

Article 8:

All trust funds held or enjoyed by any pre-existing district shall be held and applied as the terms of the trust indicate, in accordance with RSA 195:11.

Article 9:

A schedule of monthly payments based on the respective shares of the towns of Brookline and Hollis for capital and operating expenses shall be established and revised as necessary by the Hollis/Brookline Cooperative School District and the appropriate town officials from Brookline and Hollis.

Article 10:

The Hollis/Brookline Cooperative School District shall provide transportation for students under terms decided by the Hollis/Brookline Cooperative School Board.

Article 11:

These articles of agreement may be amended by the Hollis/Brookline Cooperative School District, consistent with the provisions of RSA 195:18III(i), except that no amendment shall be effective unless the question of adopting such amendment is submitted at a Cooperative School District Meeting to the voters of the District after reasonable opportunity for debate in open meeting, and unless a majority of the voters of the District who are present and voting shall vote in favor of adopting such amendment. Furthermore, no amendment to these articles shall be considered except at an annual or a special meeting of the Cooperative School District and unless the text of such amendment is included in an appropriate article in the Warrant for such a meeting.

It shall be the duty of the Cooperative School Board to hold a public hearing concerning the adoption of any amendment to these articles of agreement at least ten (10) days before such annual or special meeting and to cause notice of such hearing and the text of the proposed amendment to be published in a newspaper or newspapers having general circulation in the District at least fourteen (14) days before such hearing.

Article 12:

The date of operating responsibility of the Hollis/Brookline Cooperative School District shall be July 1, 1991.

Article 13:

It will be the responsibility of the Cooperative School Board to plan a minimum of two joint meetings per year with the Hollis and Brookline School Boards for the purpose of discussing issues of mutual interest.

Article 14:

For the 1991-92 school year exclusively, the Hollis/Brookline Cooperative School District will offer employment to all teachers under contract in grades 7-12 in the Hollis School District on April 1, 1991, who have not been non-renewed in the ordinary course of business, except that the Cooperative School District will not employ more teachers than the number of teaching positions established in the Cooperative School District.

Article 15:

Procedure for the Implementation of a Reduction in Grade

Pursuant to RSA 195:16-a, the Hollis-Brookline Cooperative District hereby provides that a reduction in grades from 7-12 to 9-12 may be accomplished by the district in the following manner:

A. Initial Vote

The initial vote concerning the question of reduction in grades may be placed on the Warrant at any annual meeting of the district by any lawful means, which vote will determine whether the district wishes to initiate the process that will lead to a vote at the next annual or special district meeting to actually implement the reduction in grades. The Hollis Brookline Cooperative School Board will make the decision about whether the initial vote will occur at the Annual District Meeting or a special district meeting. This **initial vote** will require the steps identified below to be undertaken, all of which must be complied with prior to any **final vote** to accomplish the reduction in grades.

B. Formation of the Grade Reduction Committee

In the event of an affirmative vote by a simple majority of those present and voting at the annual district meeting considering the **initial vote**, the Board of the Hollis-Brookline Cooperative School District shall organize within 30 days a study committee which shall be known as the Grade Reduction Committee, consisting of eleven (11) members, selected in the following manner

The Hollis-Brookline Cooperative School District Board shall appoint two (2) active members of the Hollis-Brookline Cooperative School District, (one being a member of the Cooperative School Board from Hollis and the other being a member from Brookline); and,

The Hollis School Board shall appoint two (2) representatives of the Hollis School Board; and,

The Brookline School Board shall appoint two (2) representatives of the Brookline School Board; and,

The respective Boards of Selectmen from the Towns of Hollis and Brookline shall appoint one (1) representative of their respective boards; and,

The Hollis Budget Committee, the Brookline Finance Committee, and the Hollis Brookline Cooperative Budget Committee shall appoint one representative of their respective boards.

C. Duties of the Grade Reduction Committee

1. **Formulation and Content of Plan** The Grade Reduction Committee shall be responsible to study the process of grade reduction and formulate a plan for grade

reduction that will provide for a plan relating to **both** financial and educational considerations which shall include the following:

- a. An educational plan containing the manner in which the provision of educational services to the 7th and 8th grade students of the Hollis and Brookline School Districts will be carried out if the reduction in grades ultimately occurs, including, without limitation, a timetable for the implementation of the educational plan; and,
- b. Identification of the facilities in which the provision of these services will occur; and,
- c. A financial plan containing the proposal for any distribution of assets and transfer of property that may be necessary to facilitate the provision of said educational services, including any adjustments that may be necessary to arrive at a fair and equitable distribution of assets and property jointly enhanced or acquired, including, without limitation, a timetable for the implementation of said financial plan.

2. **Information Requirements:** When considering the three criteria listed above, the Committee shall insure that the Plan contains, without limitation, the following minimum information:

- a. A detailed analysis of the financial consequence of the proposed grade reduction including the comparative costs of the current middle school and the proposed costs of the said program for the pre-existing districts.
- b. A summary of the history of capital expenditures jointly funded through apportionment by the pre-existing districts since the Cooperative School District was created relative to the Hollis Brookline Middle School. This should include identification of the impact of building aid and depreciation. Capital expenditures to date (March, 2004) but not limited to are:
 - 1993 High School Renovation - \$1,135,000
 - 1999 Middle School Elevator Installation - \$85,000
 - 2003 Middle School Renovation - \$390,700Capital projects after March, 2004 will be added to this analysis.
- c. A detailed education plan for the reduced grades, (7th and 8th), which assures complete compliance with all NH DOE regulations, minimum standards requirements, and any other applicable regulatory standards that would apply to those grades.

3. **Plan Submission** Once the Committee has completed a Plan containing the foregoing and prior to submitting the Plan to the NH Board of Education in accordance with reference C - (2), the Committee shall conduct a public hearing regarding the Plan which hearing shall allow for public input. Notice of such hearing shall be given in the same manner as any public hearing of the Hollis-Brookline Cooperative School Board provided, further, however that copies of the proposed Plan shall be made public and available to the public at the office of SAU 41, at least 14 days prior *to* said hearing. Following such public hearing, the Committee, within 72 hours, shall determine the final form of the Plan.

4. **Time for Plan Preparation and Submission Process** The Plan shall be prepared and completed, with specific planning detailed by the preexisting districts to house and educate their grades K-8 children and the public hearing shall be held, within 120 days of

the date of the formation of the Committee. Upon such completion the Plan, together with changes arising from the referenced public hearing, (if any), shall be submitted to the Hollis-Brookline Cooperative School Board, for its review and approval. Following such approval, said plan shall be submitted, simultaneously, to the Hollis School Board, the Brookline School Board and the respective Boards of Selectmen of the Towns of Hollis and Brookline, the State Board of Education, the Hollis Brookline Cooperative School District Budget Committee, Hollis Budget Committee, and Brookline Finance Committee.

D. Presentation of Plan for Final Vote to Legislative Body

1. The Grade Reduction Committee shall present the completed Plan to the Hollis-Brookline Cooperative School Board which shall then prepare and present a warrant article for the approval of an annual or special district meeting seeking ratification of the Plan. While the Plan shall be considered at deliberation at said meeting, it shall not be capable of modification. The purpose of the final vote will be solely to determine whether, based on the information and particulars of the Plan as prepared, the voters of the Cooperative School District wish to proceed with the contemplated reduction in grades. Nothing herein shall prevent the meeting from returning this plan to the Grade Reduction Committee for further study, assuming that votes were not approved for adjournment or to restrict reconsideration, and that a vote to continue the meeting is approved.

2. Upon final approval by the annual or special district meeting, the grade reduction plan shall be submitted to the NH Board of Education for its approval. If the Plan as presented does not meet the approval of the NH Board of Education, the Grade Reduction Committee shall continue to work with the State Board to arrive at a suitable and agreeable plan which receives the eventual approval of the NH Board of Education.

3. If such **final vote** is in the affirmative, the Plan shall be implemented according to the timetables and conditions contained therein.

E. Amendment of This Article

All portions of this article can be amended by a simple majority except for those portions developed under C.1.c. (the financial plan) which will require a supermajority vote of 2/3 of those present and voting on such amendment.

***History of Actions Taken regarding Formation of Hollis Brookline Cooperative School District and Subsequent Amendments to Articles of Agreement:**

Approved by the AREA School Plan Review Board on 12/14/89

Approved by the Voters of Hollis and Brookline at a Special School District Meeting on February 12, 1990

Approved by the State Board of Education on January 10, 1990

Article 5: Amendment to Article 5 Approved at the March 5, 1996 Annual School District Meeting

Amended by the State Board of Education March 13, 1996

Articles 2 and 5: Amendment approved at the March 6-7, 2002 Annual School District Meeting

Amended by the State Board of Education April 17, 2002

Article 15: Amendment approved at the March 3-4, 2004 Annual School District Meeting

Amended by the State Board of Education May 19, 2004

Article 5: Amendment to Article 5 approved at the March 7-8, 2007 Annual School District Meeting

Amended by the State Board of Education May 9, 2007.



The State of New Hampshire
Board of Education

In the Matter
Of the
Hollis/Brookline Cooperative School District
Articles of Agreement

Be It Known That:

The Hollis/Brookline Cooperative School District at a regular meeting on March 7 & 8, 2007 amended their Articles of Agreement.

The Amended Articles of Agreement were offered in compliance with New Hampshire Law RSA195:18 and were adopted by a majority of the voters present and voting.

Now, therefore, the State Board of Education does hereby issue its certificate to such effect, and does further certify that the Amended Articles of Agreement for Hollis/Brookline Cooperative School District are lawfully adopted with all the powers, rights and privileges and subject to all limitations, duties and restrictions, which by law appertain thereto.

Witness the official signature of the State Board of Education hereunto subscribed by Lyonel B. Tracy, Commissioner of Education, duly authorized and the seal of the State Board hereunto affixed this 9th day of May 2007.

State Board of Education

By 
Lyonel B. Tracy
Commissioner of Education